

Public Library Music Licensing Agreement

This Music License Agreement (hereinafter the "AGREEMENT") is made and effective this _____ day of _____, 20____,

BETWEEN: The _____ Library (hereinafter "____PL"), a public library organized and existing under Iowa Code Section 392.5 and 592.6, all as governed under the law of the state of Iowa, with its main library located at:

AND: _____, (hereinafter "LICENSOR"), an individual/musical group, with a mailing address of:

And an email address of

And a telephone number at

Taxpayer Identification Number (or fill out attached W-9 form)

WHEREAS, the LICENSOR is the holder of the copyright to an album or collection of musical compositions identified herein and ___PL is a public library who wishes to make available the music of LICENSOR to the patrons in the direct service area of _____ (hereinafter "PATRONS").

RECITALS

- A. LICENSOR represents and warrants to ___PL that he/she/they are the sole and exclusive owner of certain musical compositions which are described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as "COMPOSITIONS").
- B. LICENSOR represents and warrants that it has registered and obtained a registration certificate from the United States Copyright Office with respect to the COMPOSITIONS and that the registration numbers applicable to such COMPOSITIONS are as set forth in Exhibit "A".
- C. _____ PL maintains a physical presence at _____, as well as a website accessible through the World Wide Web, which site is currently (subject to change) _____.
- D. _____ PL wishes to obtain a license to use the COMPOSITIONS in connection with its website and LICENSOR wishes to grant ___PL such a license subject to the terms and conditions set forth in this AGREEMENT. LICENSOR understands that for the pendency of the term defined herein, _____ PL intends to make the COMPOSITIONS available for permanent download to their PATRONS.
- E. LICENSOR represents and warrants that it has full and unrestricted power and authority to enter into this AGREEMENT and to grant ___PL the license to use the COMPOSITIONS as set forth in this AGREEMENT.

NOW THEREFORE, in consideration of the promises and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties, and for other good and valuable consideration, each intending to be legally bound hereby, do promise and agree as follows:

1) GRANT OF LICENSE.

- a) LICENSOR hereby grants to ___PL the non-exclusive right and license to make the COMPOSITIONS available to ___ PL and their PATRONS for a period of two (2) years following execution of this AGREEMENT for permanent download.
- b) Once any COMPOSITION is downloaded by any PATRON, the license is perpetual to that PATRON. _____ PL will provide written warning to PATRONS not to copy and provide the COMPOSITION to others, but _____ PL cannot and will not be responsible for ensuring such behavior does not occur.
- c) The license granted herein shall be royalty-free (other than the one-time licensing fee set forth herein) and shall last for a period of two (2) years following execution of this AGREEMENT, after which the license to make the COMPOSITIONS available for PATRON download shall be terminated.
- d) _____ PL is granted herein the right to synchronize and samples of integrate the COMPOSITIONS in _____ PL's website design and include the COMPOSITIONS in connection with Flash presentations, applets, page loads, online video presentations, and any other use that integrates

the COMPOSITIONS into the design or content of ____ PL's website, in order to promote the service.

- e) LICENSOR hereby grants ____ PL the right to use the name of LICENSOR and the composer and artists involved in the COMPOSITIONS in connection with ____ PL's website. LICENSOR represents and warrants that it has the full right and permission to grant such licenses and permissions from all such individuals.

2) COMPENSATION FOR LICENSE.

- a) In consideration of the license granted herein, ____ PL agrees to pay a one-time license fee to LICENSOR in the amount of \$____.00.
- b) Such license fee shall be due and payable within thirty (30) days following execution of this AGREEMENT and receipt of the COMPOSITIONS in a digital format acceptable to ____ PL. The right to use the COMPOSITIONS shall commence immediately upon execution of this AGREEMENT.

3) TERM OF LICENSE.

- a) This license agreement shall be effective upon execution of this AGREEMENT by both parties.
- b) The license granted hereunder to use the COMPOSITIONS within the scope and terms set forth herein shall be perpetual, though the COMPOSITIONS shall only be made available to PATRONS for the two (2) years following execution of this AGREEMENT.

4) REPRESENTATIONS AND WARRANTIES. LICENSOR makes the following representations and warranties to ____ PL, which representations and warranties shall apply during the term of this AGREEMENT and shall continue to apply following the termination of this AGREEMENT. LICENSOR shall indemnify and hold ____ PL, the ____ PL Board of Trustees, the City of _____, along with the officers and employees, past, present and future, of each, harmless from and against claims made against ____ PL, the ____ PL Board of Trustees, the City of _____, along with the officers and employees, past, present and future, of each relating to the representations and warranties of LICENSOR made herein.

- a) LICENSOR is the sole and exclusive owner of the COMPOSITIONS and the copyrights and other proprietary rights contained therein.
- b) The COMPOSITIONS do not infringe upon or violate the copyrights, trademarks, patents, or other proprietary rights of any other party.
- c) LICENSOR has the unrestricted right and power to enter into this AGREEMENT and to license the COMPOSITIONS to ____ PL as provided herein.
- d) There are no other agreements, court orders or the provision of any law or administrative rule that interfere with LICENSOR's right to license the COMPOSITIONS hereunder.
- e) LICENSOR has obtained all necessary consents, permissions, licenses and other documents from recording companies, composers, musicians, musician unions and other labor unions, copyright owners and others with any interest in the COMPOSITION or who performed on the COMPOSITIONS, at LICENSOR's sole cost and expense and will indemnify and hold ____ PL, the ____ PL Board of Trustees, the City of _____, along with either's officers, employees, past, present and future harmless from and against any and all claims, suits, threats, demands, actions and causes of action brought directly or indirectly by any of these parties.

5) COPYRIGHT NOTICES/RETAINED RIGHTS.

- a) ____PL shall place on its website a notice of copyright relative to the Compositions and credits to the songwriter and artists performing in the COMPOSITIONS.
 - b) LICENSOR shall retain the copyright to the COMPOSITIONS and all right, title, and interest in and to the COMPOSITIONS, including the right to publish, distribute, publicly perform, modify, enhance, change and improve, and all other exclusive rights of the copyright owner, except only for the right of license granted to ____PL hereunder.
 - c) ____PL hereby agrees to and acknowledges the rights retained by LICENSOR hereunder and acknowledges that the LICENSOR shall retain all exclusive rights of the LICENSOR and holder of a copyright.
 - d) LICENSOR shall have the sole right to pursue any party that infringes upon the LICENSOR's copyright or other proprietary rights in and to the COMPOSITIONS and shall bear all expenses of prosecuting such infringement actions against third parties. In no way shall ICPL be responsible for policing and prosecuting said rights.
- 6) **NO ASSIGNMENT.** Neither this AGREEMENT nor any right, interest, duty, or obligation hereunder may be assigned by the parties hereto.
- 7) **GOVERNING LAW.** In interpreting the terms of this AGREEMENT, the parties agree that the laws of the state of Iowa shall be applicable. All suits permitted to be brought in any court shall be in Iowa.
- 8) **ENTIRE AGREEMENT.** This AGREEMENT contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this AGREEMENT. This AGREEMENT may be changed, modified, or amended only in a written agreement that is duly executed by authorized representatives of the parties. If any provision(s) hereof is deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability and effectiveness of the remainder of the AGREEMENT shall not be affected and this AGREEMENT shall be enforceable without reference to the unenforceable provision(s). No party's waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates set forth above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof. **BY SIGNING BELOW, LICENSOR REPRESENTS AND WARRANTS THAT LICENSOR IS THE SOLE AND EXCLUSIVE OWNER OF THE COMPOSITIONS AND ALL COPYRIGHTS AND OTHER PROPRIETARY RIGHTS CONTAINED THEREIN.**

____PL, by

LICENSOR, by

_____, Library Director

LICENSOR Authorized Signature

Printed Name

EXHIBIT "A"

COMPOSITIONS

Album or Song title(s): _____

Artist: _____

Date released: _____

Songwriters: _____

Registration copyright numbers: _____